

ZB# 98-53

Brenda Grevas

14-8-1

Prelim.
Notice to ~~Seize~~ 11/19/98.

Nov. 9, 1998.

Proxy by: Reis, M.
Interpretation for use

Public Hearing:

Nov. 23, 1998

Use Variance
for 3-family
residence
Granted

Refund: \$194.00

#98-53 Grevas, Brenda

Use

14-8-1

Whitson, Jones - Customer - Street-View Express - StreetView Express

© Whitson Jones, 1998

DATE November 13, 1998 **RECEIPT** 037353

RECEIVED FROM Michael Pers

Address

Fifty and 201/00 DOLLARS \$ 50.00

FOR Planning Board Fee #98-53

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	#5801
AMOUNT PAID		CHECK	50 00
BALANCE DUE		MONEY ORDER	

Town Clerk

BY Dorothy N. Hansen

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	5821
AMOUNT PAID		CHECK	50 00
BALANCE DUE		MONEY ORDER	

Talon Clerk

BY Dorothy N. Hansen

FAX -
496-7680
(Mike Reis)

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Grewer, Brenda

FILE# 98-53

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA

USE ☒ X

APPLICATION FOR VARIANCE FEE \$ 50.00

*

*

*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 11/9/98: 3 \$ 13.50

2ND PRELIMINARY- PER PAGE 11/22/98: 5 \$ 22.50

3RD PRELIMINARY- PER PAGE \$

PUBLIC HEARING - PER PAGE \$

PUBLIC HEARING (CONT'D) PER PAGE \$

TOTAL \$ 36.00

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 11/9/98 \$ 35.00

2ND PRELIM. 11/22/98 \$ 35.00

3RD PRELIM. \$

PUBLIC HEARING. \$

PUBLIC HEARING (CONT'D) \$

TOTAL \$ 70.00

MISC. CHARGES:

..... \$

TOTAL \$ 106.00

LESS ESCROW DEPOSIT \$ 300.00

(ADDL. CHARGES DUE) \$

REFUND DUE TO APPLICANT .. \$ 194.00

paid 11/20/98
CKS # 5801
9 5802

Date 12/04, 1998.

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

TO Michael E. Lee DR

48 Willow Parkway

New Windsor, N.Y. 12553

[illegible]

In the Matter of the Application of

BRENDA GREVAS

**MEMORANDUM OF
DECISION GRANTING
USE VARIANCE**

#98-53.

WHEREAS, BRENDA GREVAS, residing at 921 Maple Grove Road, Hays, North Carolina 28635, owner of premises located at 33 Quassaick Avenue, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a use variance to allow a three-family residence at the Quassaick Avenue location in an NC zone; and

WHEREAS, a public hearing was held on the 23rd day of November, 1998 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Michael Reis appeared on behalf of this proposal; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in favor or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a multi-family use in a mixed neighborhood of commercial and multi-family uses.

(b) The Board reviewed the Environmental Impact Statement set forth in the SEQRA Law and finds that there is no significant impact of the proposed property.

(c) The property presently consists of an office and two apartments. The Applicant proposes to convert the existing office into a third apartment.

(d) The property has been listed for sale for approximately 18 months and the only interest that has been shown in the property is for its use as a three-apartment dwelling.

(e) The property was originally constructed as a three-apartment dwelling and was used as such into the early 1960's when the bottom-floor apartment was converted into a law office for its then-owner.

(f) No structural or exterior changes of any kind are proposed by the Applicant if the variance is granted.

(g) The proposed use of the premises would have less impact on the neighborhood than its existing use since there would be less vehicular traffic to and from the building than would exist if the building were partially used for a commercial office.

(h) The property contains provisions for adequate off-street parking of all of the occupants of the building on an adjacent side street.

(i) The neighborhood contains at least one, four-family and at least one, three-family home.

(j) The property is located on a busy state highway, Route 9W.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The Applicant cannot realize a reasonable return on the property as presently zoned as demonstrated by competent financial evidence.

2. The hardship to the property is unique and does not apply to a substantial portion of the district and neighborhood.

3. The requested use variance, if granted, will not alter the essential character of the neighborhood for the alleged hardship has not been self-created.

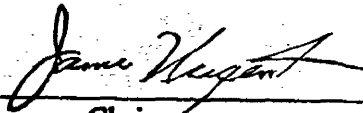
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a use variance to allow a three-family residence at 33 Quassaick Avenue, New Windsor, N. Y. in a NC zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: January 25, 1999.

A handwritten signature in cursive script, appearing to read "James W. Hight", is written over a horizontal line.

Chairman

Date 12/2/95, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

Frances Roth
168 N. Drury Lane

TO Newburgh, N.Y. 12550 DR.

DATE

CLAIMED

ALLOWED

11/23/95	Zoning Board Mtg	75 00		
	Minutes			
	Misc - 2			
	Itshovitch - 6			
	Bila - 7			
	Potomac Dantas - 7			
	Vanderessen - 3			
	Cerevas - 5 22.50.	135 00		
	30			
		210 00		

GREVAS, BRENDA

Mr. Michael Reis appeared before the board for this proposal.

MR. NUGENT: Request for interpretation or use variance to consider three-family use at 33 Quassaick Avenue in NC zone.

MR. REIS: My name is Michael Reis and I'm acting as a proxy for the owner, Brenda Grevas, to hopefully help her accomplish a three family in an NC zone on 33 Quassiac Avenue in New Windsor. The Chair has a copy of the title report and all the necessary documents. I have given you each a complete application so you can follow along with me.

MS. BARNHART: Yes, for the record, Michael, excuse me, I just want to interrupt for a second, on November 13, 1998, I sent out 57 addressed envelopes to each of the parties that were listed on the assessor's list and as you see, nobody's here.

MR. REIS: We have included in the package the short environmental assessment for the SEQRA, there's a tax map showing the location and the density surrounding the subject property, there's a survey showing in detail the property size building and improvements, fence, deck and so on and there's an engineer's inspection requested by the town that was accomplished by Mr. Paul Cuomo and he certifies that everything is structurally sound. Part of this use variance we have to show hardship. Also, in the package, we have generated a computer printout of the listing my company, M. Reis Realtors is happy to have been the listing company and this has been on the market since April 30, 1997 a little over 18 months. Through that time, we have had, I don't have a copy of the log of our showings, but we have had approximately 13 or 14 potential buyers take a look that the property over that period of time. One of those 14 had an interest as a multi-use but felt that it needed too much work, interior and exterior, they really didn't seem to be too serious and they just dismissed the notion of going forward. All other 12 or 13 potential purchasers were

for three family use. The property originally was set up as three family and up until the early 1960's and in the package you'll see an affidavit from Astelle Horzakowski (phonetic) involved with the sale, she's indicating that at the time in the early '60's that this was a three family. I spoke to John Stanton, an attorney, and he converted the first floor approximately 1,700 square feet to an office facility. From Stanton, the property went to Grevas who's owned it since 1984 and up until just recently, approximately September of '98, August or September, '98, it was occupied by Hildreth and Grevas, surveyors. The first floor is now vacant. We have a buyer and again in your package, you'll notice a copy of a contract that is contingent and subject to a successful variance for a three family. This is going to be an owner occupant if we're successful. The property is in need of no interior or exterior changes, structurally, cosmetically in any way to accommodate a three-family home. The only thing that would be necessary is to put in a cooking apparatus and a refrigerator is all that is required by the town to make this again a legal three family. The bathrooms, the size of the rooms, the exits, nothing else at all has to be changed in any way, shape or form. You'll note that there's a photo addendum in the package, does everyone know where this property is? Are you familiar with it? Well, if you don't, the building itself, the structure is really a very attractive building, of late, it's been somewhat neglected, the owner is out of state and financially, it's been very difficult for her to keep the building up. There being no changes necessary, the only change that will become evident to the town is this will be owner occupied, again, if it is successful and the owner will be able to maintain it in a much better state, it needs some trim work, scrape paint, the foliage and the trees need to be cut back and trimmed up and you'll notice the photos, again, it's an attractive building, it's a corner lot. There's a lot across the street for additional parking, again, this three family use is going to impact the neighborhood less than its current use. You'll notice the bottom of the photo addendum the street signs looking north and south, that there are businesses on both sides of the streets, both north and south, you have multi-family,

there's two four-families within a hundred yards of the structure, there's I think two three-families within probably 60, 70 feet of the subject property. There's an auto sales just down the street, Gus' Tavern, and you have a real estate office, you have an engineer's office, again, it's not going to impact the neighborhood in any way, in a negative aspect. We believe we have a hardship here because again, it's been on the market for over 18 months and we have resisted all other applicants up until now because we just haven't had any serious intent or any serious interest by any applicants for its present use so we feel that we can make this happen if we have the variance for a three family.

MR. KRIEGER: Let me get this straight, you have had no other interest other than to use it as a three-family?

MR. REIS: That's correct.

MR. KRIEGER: No interest as is presently constituted?

MR. REIS: That's correct.

MR. KRIEGER: You said that you felt that a three family use would have less impact on the neighborhood than its present use, why?

MR. REIS: Less traffic, probably that.

MR. KRIEGER: Both vehicular and pedestrian.

MR. REIS: Right.

MR. NUGENT: That has off-street parking if I remember?

MR. REIS: That's correct.

MR. KRIEGER: But even off-street parking they have to get to and from.

MR. REIS: Right.

MR. KRIEGER: And the people have to walk from the parking to the--

MR. REIS: Right, it's on a side street.

MR. KRIEGER: Pedestrian as well as vehicular?

MR. REIS: When we originally listed this property, I thought we'd have a good opportunity to sell this as its present use because again, it's an attractive building, it's very visible, it's a, there's a lot of traffic on the street, the property has been vacant now since Mr. Hildreth moved out, that's been about three months now, and there have been, we have advertised it for a small office for similar use, engineer, surveyor, attorney, Indian chief or whatever, and we just have had no potential takers.

MR. NUGENT: Evidently, your neighbors don't care either?

MR. REIS: I would assume so.

MR. TORLEY: You say there are other more than two family houses in the immediate vicinity?

MR. REIS: Right across the street, Larry, there's a four family to the north, and just south, there's a three family.

MR. NUGENT: That whole street is multiple family.

MR. REIS: Yes and there's businesses.

MR. NUGENT: But all the houses are multi, across the street, too.

MR. REIS: Yes.

MS. OWEN: How many parking spaces are there in the back there?

MR. REIS: There's probably a dozen, it's not marked, Carol, but there's quite a large parking area.

MR. TORLEY: More parking spaces than would be required by code for any three-family home?

MR. REIS: Absolutely.

MR. NUGENT: I'll accept a motion unless there's any other questions.

MS. OWEN: I move we grant Brenda Grevas the request for her use variance for three-family home at 33 Quassaick Avenue.

MR. TORLEY: Second it.

ROLL CALL

MS. OWEN	AYE
MR. REIS	ABSTAIN
MR. TORLEY	AYE
MR. NUGENT	AYE

APPROVAL OF MINUTES

MR. TORLEY: I move we adopt the minutes as written from the 10/26/98 and 11/9/98 meeting.

MS. OWEN: I'll second it.

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

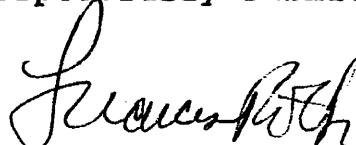
MR. TORLEY: I move we adjourn.

MR. REIS: Second it.

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

Respectfully Submitted By:


Frances Roth
Stenographer

12/2/98

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

McLennan
Nov. 9, 1998
#98-53

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: 11/4/98

APPLICANT: Brenda Grevas
33 Quassiack Avenue
New Windsor, New York 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: 11/4/98

FOR : Multiple Dwelling (3 family)

LOCATED AT: 33 Quassiack Avenue

ZONE: NC

DESCRIPTION OF EXISTING SITE: 14-8-1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. A multiple dwelling (3 Family) is not a permitted use in a NC Zone.

Louis J. Krychman
BUILDING INSPECTOR

PERMITTED

**PROPOSED OR
AVAILABLE:**

**VARIANCE
REQUEST:**

ZONE: NC USE: Mixed

(2 family with office)

(3 Family) Multiple dwelling

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

RECEIVED

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

NOV 04 1998

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval, inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendant. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises BRENDA GREVAS

Address 33 QUASSAICK AVE. (RT. 9W) NEW WINDSOR, N.Y. 12553 Phone 1-336-957-4306

Mailing Address 921 MAPLE GROVE + CHURCH RD. HAYS, N.C. 28635

Name of Architect —

Address — Phone —

Name of Contractor —

Address — Phone —

State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER (MICHAEL REIS AS AGENT)

If applicant is a corporation, signature of duly authorized officer.

FOR OFFICE USE ONLY

Building Permit # _____

1. On what street is property located? On the EAST side of QUASSICK AVE. (RT. 9W)
(N, S, E or W)
and CORNER feet from the intersection of LEDYARD ST.
2. Zone or use district in which premises are situated NC Is property a flood zone? Y N X X
3. Tax Map Description: Section 14 Block S Lot 1
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy 2 FAMILY + OFFICE b. Intended use and occupancy 3 FAMILY
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☒
6. Is this a corner lot? YES
7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories N/A
8. If dwelling, number of dwelling units: 2 + 1 Number of dwelling units on each floor 1
Number of bedrooms 8 Baths 3.5 Toilets 4
Heating Plant: Gas _____ Oil X Electric Hot Air _____ Hot Water X
If Garage, number of cars 0
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use 1ST FLOOR OFFICE
2ND + 3RD FLOOR RESIDENTIAL DWELLING
10. Estimated cost: -0- Fee _____
(To be Paid on this Application)
11. School District: NEWBURGH

Costs for the work described in the Application for Building Permits include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

MICHAEL REIS
48 WILLOW PKWY.
NEW WINDSOR, NY 12553

1-108/280

5801

DATE 11/13/98

PAY TO THE
ORDER OF

Town of New Windsor
Fifty and 00/100

\$ 50. -

DOLLARS  Security features
included.
Details on back.

Marine Midland Bank 

WILLS GATE OFFICE
ROUTE 94 & TEMPLE HILL ROAD
WILLS GATE, NEW YORK 12554

FOR

ZBA #98-53

Michael Reis

⑆028001081⑆078740663⑆ 5801

MICHAEL REIS
48 WILLOW PKWY.
NEW WINDSOR, NY 12553

1-108/280

5802

DATE 11/13/98

PAY TO THE
ORDER OF

Town of New Windsor
Three hundred and 00/100

\$ 300. -

DOLLARS  Security features
included.
Details on back.

Marine Midland Bank 

WILLS GATE OFFICE
ROUTE 94 & TEMPLE HILL ROAD
WILLS GATE, NEW YORK 12554

FOR

ZBA 98-53

Michael Reis

⑆028001081⑆078740663⑆ 5802

AGENDA
TOWN BOARD AND WATER BOARD MEETING

December 2, 1998
Wednesday

Town Hall
7:30 P.M.

*file w/ it
to Sec of State.*

(A) PUBLIC HEARING-PROPOSED AMENDMENTS TO CHAPTER 44 ENTITLED "VEHICLE
& TRAFFIC LOCAL LAW" *BUTTER HILL STOP SIGNS*

**PASSED
5-0**

(B) PUBLIC HEARING-NEW WINDSOR RURAL FIRE PROTECTION DISTRICT

*AVE 5-0 - send signed copies of F.I.D. ago.
out. →*

MINUTES

UNFINISHED BUSINESS

HIGHWAY DEPARTMENT

- ✓ 2. Receive and file-Bids-1999 Cab over truck chassis & mounted vacuum street sweeper
- ✓ 3. Motion-Award Bid-1999 Cab over truck chassis & mounted vacuum street sweeper
- ✓ 4. Receive and file-Bids-1999 Truck chassis & 27 cubic yard loader refuse body
- ✓ 5. Motion-Award Bid-1999 truck and refuse loader
- ✓ 6. Receive and file-Bids-Used vehicles & equipment
- ✓ 7. Motion-Award Bids-Used vehicles & equipment
- ✓ 8. Motion-Dedication of Road-Portion of Park Road (58-1-24.2) Grove Homes Subdivision

*map done
SEND TO
EDSALL FOR
OFFICIAL
MAP*

WATER DEPARTMENT

- ✓ 9. Receive and file-Bids-Union Avenue/Route 32 Emergency Interconnection
- ✓ 10. Motion-Award Bid-Union Avenue/Route 32 Emergency Interconnection (*WINDSOR CREST*)
- ✓ 11. Motion-Authorize Supervisor to execute Agreement Outside User-Mt. Airy Mobile Home Park WD #12 (*MAIL COPY TO EACH*) - send copy.
- ✓ 12. Receive and file-Recorded Copy-Final Order Establishing Extension No. 12 to NWCWD

*(SEND TO
AYC)*

SANITATION DEPARTMENT

GENERAL

- ✓ 13. Motion-Authorize Supervisor to execute Agreement Envirotest Laboratories, Inc. Landfill Monitoring
- ✓ 14. Motion-Authorize Supervisor to execute Easement - Townwide Drainage Project - send for recording
Phase 2D
- ✓ 15. Motion-Authorize Supervisor to execute Easement - Townwide Drainage Project
Phase 2B *VILLAFENE* *DISCONTINUE
THIS PENDING*
- ✓ 16. Motion-Authorize scheduling of Public Hearing-Adoption of Standard of Fees Resolution
- ✓ 17. Motion-Authorize Supervisor to execute Agreement-TNW/Richard Krol-NW Landfill
- ✓ 18. Receive and file-Notice of Claim (*KILDARA*)
- ✓ 19. Motion-Award Proposal-Boiler Replacement (Teen Center)
- ✓ 20. Motion-Establish Public Improvement Bond-Windsor Woods Major Subdivision Sections 3,4 and 5
- ✓ 21. Motion-Auth. Adoption of Resolution-Memorializing the position of the TNW to the Governor & Legislature of the State of New York requesting State Legislation to relieve Towns from legal expenses resulting from certain frivolous litigation

✓ 22. Motion-Authorize the signing of Certificate of Insurance

23. OFFICIALS REPORTS

24. PUBLIC FORUM

25. ADJOURN

PHOTOGRAPH ADDENDUM

Broker/Client Brenda Grevas

Property Address 33 Quassaick Ave. (Rt. 9W)

City Tn. New Windsor

County Orange

State NY

Zip Code 12553

Lender N/A



FRONT OF
SUBJECT PROPERTY



REAR OF
SUBJECT PROPERTY



FRONT OF
SUBJECT PROPERTY



REAR OF
SUBJECT PROPERTY

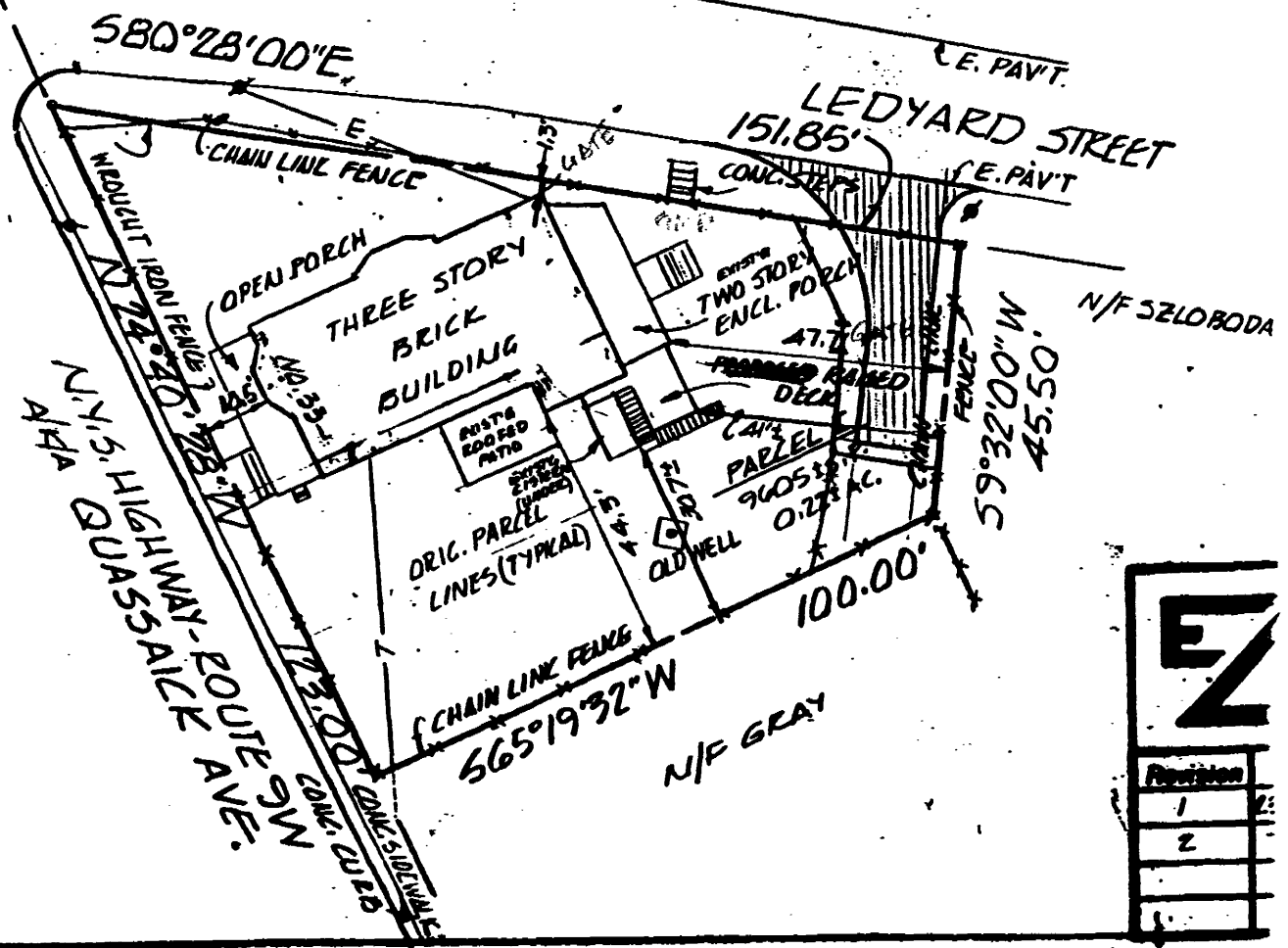
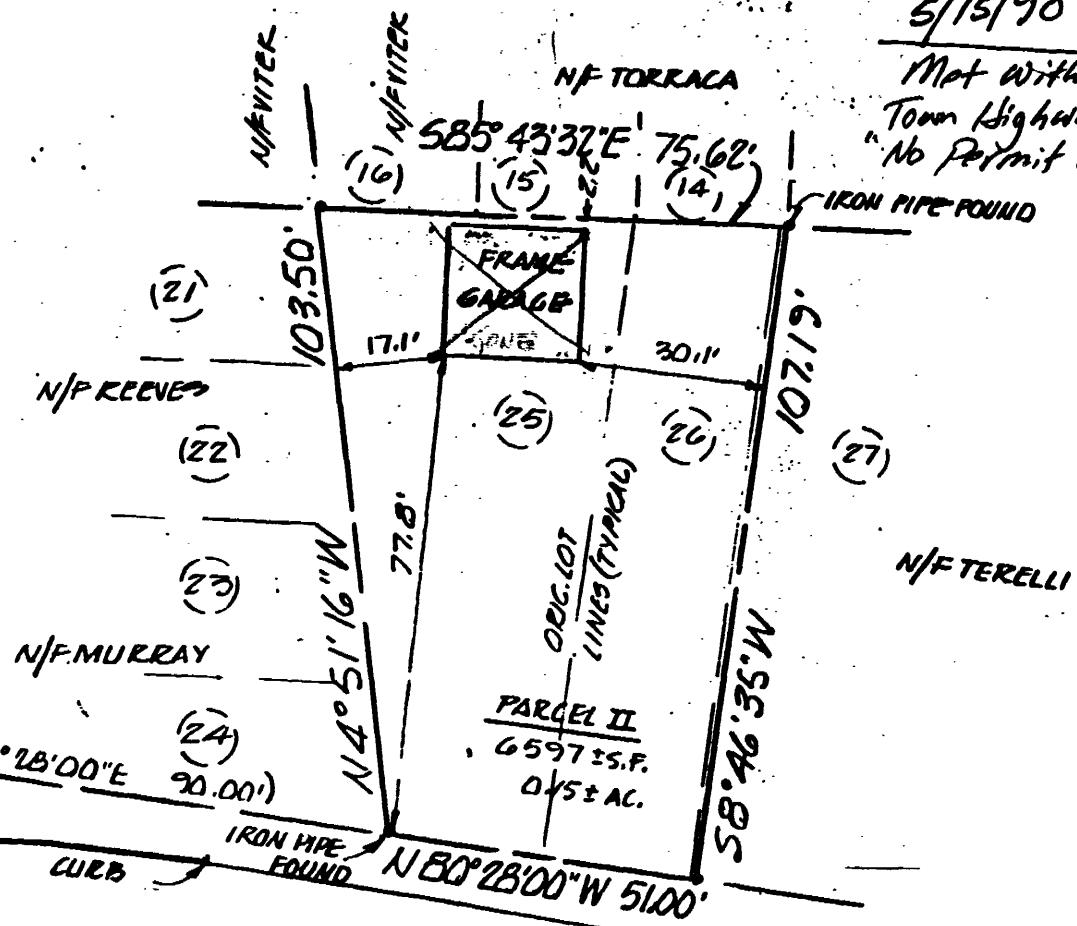
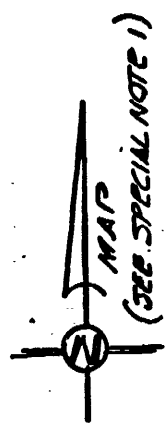


STREET SCENE

5/15/90 9:00AM

Met with Fire Dept
Town Highway Split
"No Permit Reg'd"

SLY



Revision	
1	
2	

Contract of Sale

Date July 27, 1998

Seller and Purchaser agree as follows:

Parties

Seller BRENDA F. GREVAS

address: 921 Maple Grove Road, Hays, North Carolina 28635

Purchaser MARIO CRISOSTOMO

address: 183 Liberty Street 2nd Floor, Newburgh, New York 12550

Purchase agreement Property

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.

2. The Property is described as follows:

SEE SCHEDULE "A" ATTACHED HERETO.

ml 33 Quassick Avenue, New Windsor, N.Y., ~~12550~~ being Sec. 14
B.L. 8 Lot 1 on the tax map

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. Tenants on the 2nd and 3rd Floor; Unit 1 on the ^{ground} ~~ground~~ floor
being vacant at time of closing.

2. ~~Included in the sale is a vacant lot 51' x 107' known as Section 145
Block 1 Lot 22~~

\$130,500.00

ML

IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the purchasers are to make application to a lending institution for a conventional commitment on the subject premises in the amount of \$126,000.00. The purchaser agrees to make prompt and diligent application for such mortgage commitment. Performance of this agreement by the purchasers shall be contingent upon the purchasers ability to obtain such commitment on or before September 18, 1998. In the event that the purchasers are unable to secure such commitment within the time herein provided, then the ~~seller~~ ^{seller may} shall have the option of cancelling this agreement, ~~and~~ ^{and returning} the purchasers down payment. Upon repayment of such deposit moneys, the rights and liabilities of the parties hereunder shall terminate.

Seller shall

The sale includes:

(a) All buildings and improvements on the Property.

(b) All right, title and interest, if any, of Seller in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.

(c) All fixtures and articles of personal property attached to or used in connection with the Property, unless specifically excluded below. Seller represents that they are paid for and owned by Seller free and clear of any lien other than the Existing Mortgage(s). They include but are not limited to plumbing, heating, lighting and cooking fixtures, ~~fire, smoke, and alarm, radio and television, aerials, blinds, shades, screens, awnings, storm doors, window boxes, storm doors, mail boxes, weather vanes, air purifiers, pumps, shutters, columns, washers, clothes dryers, garbage disposals, mixers, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall mountings~~ all lighting fixtures and all appliances in unit at time of offer.

~~Excluded from this sale are:~~
Furniture and household furnishings

Buildings and improvements
Streets,
assignment
of unpaid
awards

Fixtures,
personal
property

ML
- 5

Price

3. The purchase price is \$ 145,000.00
payable as follows:

On the signing of this Contract, by check subject to
collection: (includes \$1,400.00 paid on Binder) \$ ~~14,000.00~~ 15,400.00

By allowance for the principal amount still unpaid
on the Existing Mortgage: \$

By a Purchase Money Note and Mortgage from
Purchaser (or assigns) to Seller: \$

BALANCE AT CLOSING \$ ~~131,000.00~~ 129,600.00

The BALANCE AT CLOSING shall be paid in cash or good certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. A check must be payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if other than a corporation) to the order of Seller in the presence of Seller or Seller's attorney.

**Existing
Mortgage**

4. The Property will be conveyed subject to the continuing lien of the following mortgage ("Existing Mortgage") :
Mortgage now in the unpaid principal amount of \$ and interest at the rate of %
per year, presently payable in installments of \$ which includes principal, interest,

and with any balance of principal being due and payable on 19 ..

**Purchase
money
mortgage**

5. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.

The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage, even though the Existing Mortgage is extended, consolidated or refinanced in good faith.

- (a) Applicable zoning and governmental regulations that affect the use and maintenance of the Property provided that they are not violated by buildings and improvements on the Property.
- (b) Conditions, agreements, restrictions and easements of record.
- (c) Any state of facts an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
- (d) Existing tenancies.
- (e) Unpaid assessments payable after the date of the transfer of title.

Use of
purchase
price to pay
encumbrances

7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.

Deed and
transfer
taxes

8. At the Closing Seller shall deliver to Purchaser a Bargain & Sale Deed w/Covenants Against Grant deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

Adjustments
at closing

9. The following are to be apportioned pro-rata to the date of transfer:

- (a) Rents as and when collected.
- ~~(b) Interest on the Existing Mortgage.~~
- (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
- ~~(d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.~~
- (e) Fuel, if any.
- ~~(f) Deposits in escrow held under Existing Mortgage.~~

Water meter
readings

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than ⁷thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

Fire, other
casualty

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

Condition of
Property

12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

Seller unable
to convey,
liability

13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

Closing date
and place

14. The Closing will take place at the office of PHILLIPS, HEANEY & SCHOFIELD, 33 Henry Street, Beacon, N.Y., or LENDING INSTITUTION or about

at

.M.

on/

September 28, 1998

MC Broker

Purchaser's
lien

Notice

Entire
Agreement

No Oral
Change
Successors

Multiple
Parties

Signatures

15. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than M. REIS REALTORS + *Ken Inc. Realtors* and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker), if as and when title passes.
16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.
17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.
18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.
19. This Contract may not be changed or ended orally.
20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.
21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

SELLER

Brenda F. Grevas
BRENDA F. GREVAS

PURCHASER

MARIO CRISOSTOMO

THIS INDENTURE, made the
BETWEEN

24th day of May

, nineteen hundred and eighty-four

WILLIAM F. STANTON and ELIZABETH G. STANTON, husband and wife, both residing at 26 Stonecrest Drive, New Windsor, New York,

party of the first part, and

MC
BRENDA F. GNEVAS, residing at 5
JENNIFER COURT, TOWN OF NEW WINDSOR
CHARGE CO, ST of N. YORK

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100----- (\$10.00)-----dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

Sec. 14 Blk 8 Lot 1
S- 14 Blk 1 Lot 22
Hd

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York, known as lot No 1 on a map of lands of William D. Dickey (formerly the Kelly property) and further described as follows, to wit:

BEGINNING at a point in the east line of Quassaick Avenue where the south line of Ledyard Street intersects and running thence southerly along the east line of Quassaick Avenue 73 feet, thence easterly at right angles with the first described course 100 feet; thence northerly to the south line of Ledyard Street and thence westerly along the south line of Ledyard Street to the place of beginning.

ALSO ALL THAT certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York, known as lot No. 3 on a map of said property of the Estate of D. Plympton Kelley, deceased and described as follows:

BEGINNING at a point in the east line of Quassaick Avenue, ninety eight feet south of Ledyard Street, and running thence easterly one hundred feet; thence southerly twenty five feet; thence westerly one hundred feet; thence northerly twenty five feet to the place of beginning.

ALSO ALL THAT certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York and known and distinguished as Lot number 25 on a map entitled "Map of lands of the estate of D.P. Kelly, deceased, New Windsor, New York December 1892" made by Caldwell & Garrison Surveyors and filed in Orange County Clerk's office and which said lot is bounded and described as follows:

BEGINNING at a point in the north line of Ledyard Street, ninety feet east of Quassaick Avenue, as the same is laid down on said map, and running thence northerly along the rear line of lots 24, 23, 22 and 21 on said map one hundred three feet six inches to lot 16 thereon; thence easterly along the rear line of lots 16 and 15 forty-nine feet seven and one-half inches to lot 26; thence southerly along the west line of lot 26 on said map one hundred four feet seven inches to the north line of Ledyard Street aforesaid and thence westerly along the north line of Ledyard Street twenty five feet to the place of beginning.

BEING the same premises described in a deed from Josephine Kennedy and Nora Mesuda as Executors under Will of Josephine Mesuda to Josephine Kennedy dated July 8, 1958 and recorded in the Orange County Clerk's Office on July 17, 1958 in Liber 1468 of deeds at page 526

ALSO ALL THAT certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York, being all of lot #26 and the westerly portion of lot #27 as laid out on map of lands of the Estate of D.P. Kelly, deceased, dated December 1892 and filed in the Orange County Clerk's office July 7, 1893, bounded and described as follows:

BEGINNING at a point in the northerly line of Ledyard Street, 115 feet east of the east line of Quassalck Avenue, which point is the southeasterly corner of lot #25 on said map, and runs thence in a northerly direction along the easterly side of lot #25 104 feet seven inches and runs thence in an easterly direction along the southerly line of lot #14 and lot #13 26 feet more or less to the westerly line of lands conveyed by Josephine Mesuda to Mark Stvrtecky and wife by deed dated April 24 1926, recorded in the Orange County Clerk's office April 27, 1926 in Liber 663 of deeds at page 528; thence along the lands conveyed as aforesaid to Mark Stvrtecky and wife in a southerly direction 107 feet, more or less to the north line of Ledyard Street; thence in a westerly direction along the north line of Ledyard Street 26 feet, more or less, to the point or place of beginning.

ALSO ALL that tract or parcel of land situate in the Town of New Windsor Orange County, New York; bounded and described as follows:

BEGINNING at the southeasterly corner of a lot of land conveyed by Frank H. Brewer and wife to Joseph Mesuda by deed dated April 15, 1920 and recorded in Book 598 of deeds at page 175, said point being one hundred feet easterly of the east line of Quassalck Avenue, and running thence northerly along the easterly line of lands purchased by said Mesuda of said Brewer as above stated, lands purchased by said Mesuda of John H. Molloy by deed dated September 8, 1919 and recorded in Book 594 of deeds at page 525, and lands purchased by said Mesuda of Annie E. McAleenan by deed dated September 8, 1919 and recorded in Book 591 of deeds at page 369, to a point in the southerly side of Ledyard Street and running thence south eighty degrees twenty-eight minutes east along the southerly side of Ledyard Street twenty-nine feet six inches to the line of lands now or formerly of one Ten Broeck, and thence in a south-westerly direction along lands of said Ten Broeck in a straight line to the point or place of beginning.

Above last two parcels being a portion of the premises described in a deed from Josephine Kennedy and Nora Mesuda as Executors of the Will of Josephine Mesuda to Josephine Kennedy and Nora Mesuda dated July 8, 1958 and recorded in the Orange County Clerk's office on July 10, 1958 in Liber 1468 of deeds at page 51.

ALSO ALL that certain lot of land, situate in the Town of New Windsor Orange County, New York, bounded and described as follows to wit:

BEGINNING at a point in the east line of Quassaick Avenue, seventy three feet south of the south line of Ledyard Street; and running thence easterly one hundred feet; thence southerly twenty five feet; thence westerly one hundred feet, to Quassaick Avenue; and thence northerly twenty five feet to the place of beginning. Being a lot of land twenty five feet front and rear by one hundred feet deep.

BEING the same premises described in a certain deed from Josephine Kennedy and Nora Mesuda as Executrices of the Will of Josephine Mesuda to Nora Mesuda dated July 8, 1958 and recorded in the Orange County Clerk's office on July 10, 1958 in Liber 1468 of deeds at page 47.

Being and intended to be the same premises as conveyed by Josephine Kennedy and Nora Mesuda to William F. and Elizabeth G. Stanton by deed dated June 25, 1970 and recorded in the Orange County Clerk's office in Liber 1849, page 355.

The above described premises are more particularly bound and described as follows - see schedule A attached.

SCHEDULE A

ALL those certain pieces or parcel of land lying, situate and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

PARCEL I

BEGINNING at a point in the easterly line of the New York State Highway known as Route 9W, also known as Quassaick Avenue, said point being at the intersection of said line with the southerly line of Ledyard Street, and running thence, the following courses:

1. Along said southerly line of Ledyard Street, S 80°28'00" E, 151.85' to a point;
2. Along lands now or formerly of Szloboda, S 9°32'00" W, 45.50' to a point;
3. Along lands now or formerly of Gray, S 65°19'32" W, 100.00' to a point in the afore-mentioned easterly line of Quassaick Avenue;
4. Along said street line, N 24°40'28" W, 123.00' to the point or place of BEGINNING.

Containing 9,605 square feet, 0.22 Acres of land, more or less.

LIBER 2284 PG 886

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

William F. Stanton
WILLIAM F. STANTON

Elizabeth G. Stanton
ELIZABETH G. STANTON

personally came William F. Stanton and
Elizabeth G. Stanton

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
they executed the same.

John H. Stanton

NOTARY PUBLIC ST. OF N. YORK
RESIDING IN ORANGE CO.

Comm. Expires 3-30-1985

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me
personally came
to me known, who, being by me duly sworn, did depose and
say that he resides at No. ;

that he is the
of ;

 , the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me
personally came
to me known, who, being by me duly sworn, did depose and
say that he resides at No. ;

that he is the
of ;

 , the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

Mortgage and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACIS

TITLE NO.

WILLIAM F. STANTON
ELIZABETH G. STANTON

TO

BRENDA F. GREVAS

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

SECURITY TITLE AND GUARANTY COMPANY

CHARTERED 1928



IN NEW YORK

SECTION

BLOCK

LOT

COUNTY OR TOWN

RETURN BY MAIL TO:

JAMES R. LOEB, JR.
FIDER, DRAKE SUMMIT FLOOR
427 LITTLE BRITAIN ROAD
P.O. Box 900
Newburgh, NY
Zip No. 12550

240-
20-
20-

Handwritten signature/initials.

VE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED
REAL ESTATE
MAY 29 1984
TRANSFER TAX
ORANGE
COUNTY
CLERK

Orange County Clerk's Office, S.S.
Recorded on the 29th day
of May 1984 at 1:30
P.M. in Liber
Book 12550 at page 12550

Examined.

Handwritten signature/initials.

RIDER I TO CONTRACT OF SALE

BETWEEN BRENDA F. GREVAS, SELLER, AND MARIO CRISOSTOMO, PURCHASERS,
ON 33 QUASSAICK AVENUE, NEW WINDSOR, NEW YORK, PREMISES.

1) IF ANY PROVISIONS OF THIS RIDER CONFLICT WITH THE PROVISIONS OF
THE CONTRACT OF SALE, THEN THIS RIDER SHALL CONTROL.

2) PARAGRAPH 3 IS AMENDED TO PROVIDE THAT THE CHECK PROVIDED BY
THE MORTGAGEE AT THE CLOSING SHALL BE ACCEPTABLE.

3) UPON DEATH OR ^{permanent} ~~PERMANET~~ DISABILITY OF PURCHASER THERE SHALL BE
THE RIGHT TO CANCEL, WHEREUPON DOWN PAYMENT FUNDS SHALL BE
REFUNDED.

4) ANY REQUEST FOR SEPARATE CERTIFIED FUNDS TO CLEAR SELLER'S
OBLIGATIONS SHALL BE MADE NO LESS THAN THREE DAYS PRIOR TO THE
SCHEDULED CLOSING DATE.

5) AT THE TIME OF CLOSING THE HEAT, PLUMBING, ELECTRICAL SYSTEM,
AND APPLIANCES WILL ALL BE IN WORKING ORDER, AND THE ROOF WILL BE
FREE OF LEAKS, AND BASEMENT WILL BE DRY. THIS PARAGRAPH SHALL NOT
SURVIVE CLOSING.

6) NOTHING HEREIN IS INTENDED TO PRECLUDE PURCHASER FROM PURSUING
LAWFUL REMEDIES IN THE EVENT OF WILLFUL DEFAULT BY SELLER.

7) SELLER SHALL GIVE AND PURCHASER SHALL ACCEPT TITLE AS LONG AS
ANY LICENSED TITLE INSURANCE COMPANY SHALL BE WILLING TO INSURE
PURCHASER IN ACCORDANCE WITH ITS STANDARD FORM OF TITLE POLICY.

8) THE PURCHASER SHALL HAVE THE RIGHT TO A PEST INSPECTION, A
STRUCTURAL INSPECTION OF THE PREMISES AND ANALYSIS OF INSULATION,
AN INSPECTION TO DETERMINE THE PRESENCE OF RADON, (LESS THAN 4
PICOCURIES IS ACCEPTABLE), WITHIN FIVE BUSINESS DAYS OF THE RECEIPT
OF A FULLY EXECUTED CONTRACT OF SALE. THE INSPECTION SHALL BE MADE
BY A RELIABLE QUALIFIED FIRM. IN THE EVENT THE INSPECTION REVEALS
ANY MATERIAL STRUCTURAL DEFECTS AS TO THE PREMISES, SPECIFICALLY AS
TO THE ROOF, BASEMENT, ELECTRICAL SYSTEM, HEATING, PLUMBING, OR
REVEALS THE PRESENCE OF UREA FORMALDEHYDE, OR ASBESTOS INSULATION OR
RADON GAS AT THE PROPERTY OR REVEALS THE PRESENCE OF PEST
INFESTATION, OR DAMAGE FROM PRIOR INFESTATION, THEN, THE PURCHASER
MUST IMMEDIATELY GIVE WRITTEN NOTICE TO THE SELLER OF SUCH DEFECTS
AND FURNISH THE SELLER WITH A COPY OF THE SAID INSPECTION REPORT
UPON PURCHASERS' RECEIPT OF SAME. THE SELLER WILL AT THAT TIME
NOTIFY THE PURCHASER WITHIN THREE WORKING BUSINESS DAYS OF RECEIPT
OF SUCH NOTICE AND INSPECTION REPORT WHETHER THE SELLER WILL
CORRECT SUCH DEFECTS PRIOR TO CLOSING. IF EITHER THE SELLER
DETERMINES NOT TO MAKE THE SPECIFIED CORRECTIONS OR THE PURCHASER
DOES NOT AGREE TO ACCEPT THOSE DEFECTS, THEN PURCHASER MAY CANCEL
BY WRITTEN NOTICE OF SAME, OR MAY WAIVE THE RESULTS OF THE REPORT
AND THEREUPON THIS CONTINGENCY SHALL BE DEEMED SATISFIED.

9) PARAGRAPH 6(B) IS AMENDED TO ADD, "AS LONG AS ~~SOME~~ ARE NOT CURRENTLY VIOLATED, NOR DO THEY IMPEDE THE ABILITY TO USE & ENJOY THE PREMISES FOR ITS INTENDED PURPOSE AS A 3 FAMILY RESIDENCE."

10) ANY NOTICES AS MAY BE REQUIRED HEREIN TO THE PURCHASER SHALL BE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO PURCHASER'S ATTORNEY, MARC KERCHMAN, ESQ., 310 FULLERTON AVENUE, NEWBURGH, NEW YORK 12550. ANY NOTICE TO SELLER SHALL BE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO SELLER AT _____.

11) SELLER AGREES TO DELIVER ^{unit} ~~UNIT~~ 1 VACANT, IN "BROOM-CLEAN CONDITION", AT CLOSING. ML

12) THE SELLER IS RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY EXCEPT FOR NORMAL USAGE BY THE SELLER UNTIL CLOSING. IF THE PROPERTY IS DAMAGED BY FIRE, VANDALISM, STORM, FLOOD, OR ANY OTHER CASUALTY BETWEEN NOW AND THE CLOSING, THE SELLER MAY RESTORE THE PROPERTY BEFORE THE CLOSING AT THE SELLER'S EXPENSE OR IF SELLER ELECTS NOT TO RESTORE, THE PURCHASER MAY CANCEL THIS CONTRACT. SELLER SHALL PROVIDE WRITTEN NOTICE TO PURCHASER OF ITS INTENTION WITHIN 10 DAYS AFTER THE EVENT. IF SELLER ELECTS TO RESTORE THE PROPERTY, THEN SELLER SHALL HAVE THE RIGHT TO A REASONABLE ADJOURNMENT TO ALLOW SAME. HOWEVER, IF THE ADJOURNMENT GOES BEYOND ANY EXPIRATION OF MORTGAGE COMMITMENT OR RATE LOCK, THEN PURCHASER SHALL HAVE THE RIGHT TO CANCEL.

ANY ELECTION BY PURCHASER TO CANCEL SHALL BE VIA WRITTEN NOTICE WITHIN 7 DAYS AFTER SUCH RIGHT IS TRIGGERED. FAILURE BY PURCHASER TO CANCEL SHALL RESULT IN THIS CONTRACT CONTINUING IN FULL FORCE AND EFFECT.

13) PURCHASER'S OBLIGATIONS HEREUNDER ARE CONDITIONED UPON THERE BEING A C.O. FOR THE PREMISES AND FOR ANY IMPROVEMENTS ON THE PROPERTY FOR WHICH A C.O. IS REQUIRED, OR ~~SHALL FURNISH~~ A LETTER FROM THE TOWN STATING THAT THE PREMISES AND IMPROVEMENTS PRE-DATE ZONING ORDINANCES. SELLER REPRESENTS THAT THE PREMISES ARE A LEGAL ~~THREE FAMILY DWELLING~~ *and that there are 3 dwellings on this parcel.*

ML
By 14) SELLER AGREES TO PROVIDE, IF AVAILABLE, A COPY OF A PRIOR SURVEY OF THE PREMISES.

15) THE PARTIES HEREBY AUTHORIZE THEIR RESPECTIVE ATTORNEYS TO AGREE IN THEIR BEHALF TO ANY EXTENSIONS OF ANY DATES FOR PERFORMANCE OF ITEMS CONTAINED IN THE CONTRACT, OR PERFORMANCE OF REPAIR ITEMS AND THE LIKE.

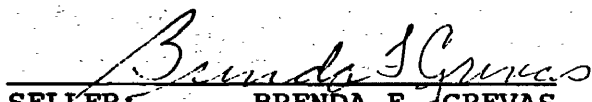
ML 16) *If this contract* THE MONEY PAID UPON SIGNING IF THIS CONTRACT SHALL BE DEPOSITED IN THE ESCROW ACCOUNT OF PHILLIPS, HEANEY, & SCHOFIELD, WHERE IT SHALL REMAIN UNTIL THE CONTRACT DICTATES DISBURSEMENT OF FUNDS, IS CANCELLED BY ~~PURCHASER~~ PURSUANT TO RIGHTS CONTAINED HEREIN, THEN THE FUNDS BEING HELD IN ESCROW SHALL BE RETURNED TO PURCHASER FORTHWITH.


17) PURCHASER'S OBLIGATIONS HEREUNDER ARE CONDITIONED UPON THE

FOLLOWING: THAT PROPERTY DIMENSIONS ARE APPROXIMATELY .37 ACRE; THAT THE PROPERTY FRONTS ON A PUBLIC STREET; THAT THE TOTAL ANNUAL TAXES FOR 1997 WERE +-\$6,222.00, AND THE PROPERTY DOES NOT BENEFIT FROM A TAX EXEMPTION OF ANY KIND; THAT THE PROPERTY IS SERVICED BY MUNICIPAL WATER AND SEWER; THAT THE PROPERTY IS NOT IN A STATE OR FEDERAL FLOOD HAZARD AREA; THAT THE PROPERTY HAS NOT BEEN DESIGNATED TO BE WITHIN A LANDMARK OR HISTORIC DISTRICT; THAT THE PROPERTY IS NOT WITHIN ANY WETLAND AREA; THAT THERE ARE NO VIOLATIONS OF ANY LAW OR MUNICIPAL ORDINANCE, ORDER OR REQUIREMENT AFFECTING THE PREMISES.

18) SELLER REPRESENTS THAT THEY HAVE NO KNOWLEDGE OF ANY SPECIAL ASSESSMENTS CHARGEABLE TO THE OWNER OF THE PREMISES, NOR OF ANY PROPOSED WORK BY ANY GOVERNMENT ENTITY THAT WILL CREATE ASSESSMENTS AGAINST THE PREMISES.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
THIS _____ DAY OF _____, 1998.


SELLER: BRENDA F. GREVAS


PURCHASER: MARIO CRISOSTOMO

**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK**

In the Matter of the Application for Variance of

Brenda Grevas,
Applicant.

#98-53

**AFFIDAVIT OF
SERVICE BY
MAIL**

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.

That on 11/13/98, I compared the 57 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
13th day of Nov, 1998.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1999

Commitment for Title Insurance



COPIES

Title Number: 98-02356-O

GRAVES

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota stock corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of the title insurance and all liability and obligations hereunder shall cease and terminate nine months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Issued by:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

Action Abstract, Inc.
127 Route 302
Pine Bush, New York 12566
(914) 744-6168

Kristina Howard

By

[Signature]

President

Attest

[Signature]

Secretary

Authorized Signature

Countersigned by:

This commitment is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this commitment. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

ACTION ABSTRACT, INC.

SURVEY READING

Survey made on 05/11/1984 by Elias D. Grevas, LS, LLS, shows:

2 lots:

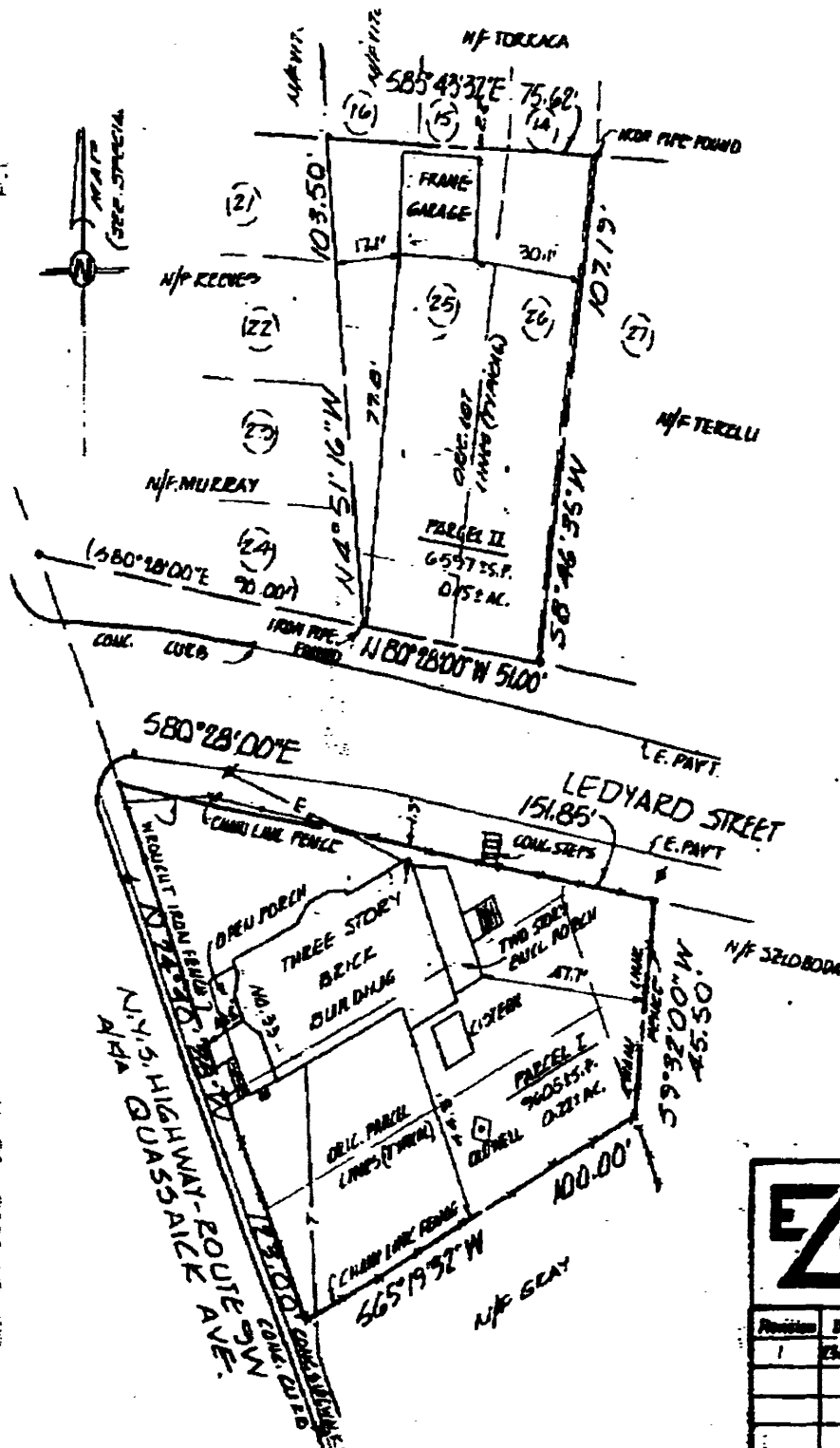
The 1st shows a 3 story brick building with open porch and 2 story enclosed porch attached within bounds; cistern and old well within bounds; chain link fence along southeasterly and easterly property lines and vaires with northerly property line; wrought iron fence along southwesterly property line; overhead wires service premises; No other variations and/or encroachments.

The 2nd shows a frame garage within bounds; No other variations and/or encroachments.

Inspection to follow.

The survey reading and survey inspection are not intended to be and should not be used for the purpose of determining compliance with local building and zoning laws and regulations; they should only be relied upon for the purpose of disclosing exceptions to title.

Additionally without representation as to accuracy or content, the Company offers the following for informational purposes only. No liability is accepted as to the nature of the improvements listed hereafter:



1. Unauthorized alteration to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209 (2) of the New York State Education Law.
2. Only copies from the original of this survey, marked with an original of land surveyor's inked seal, shall be considered to be valid true copies.
3. Certification shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution, and is not transferable to additional institutions or subsequent owners.

SPECIAL NOTES


1. Surveyed in accordance with deeds of record, a map entitled "Map of Lands of the Estate of D. P. Kelly, Dec'd", said map having been filed in the Orange County Clerk's Office as Map No. 649, and physical monumentation found during a field survey of 6 May 1984.
2. Building offsets shown are at right angles to property lines.
3. No Certification is made for items not visible at ground surface at time of survey.
4. Subject to utility grants and easements of record, if any.

CERTIFICATION

I hereby certify to Brenda F. Grevas, Poughkeepsie Savings Bank, F.S.B. and the American Title Insurance Company that this plan resulted from an actual field survey of the indicated premises on 6 May 1984 performed in accordance with the Code of Practice adopted by the N.Y.S. Association of Professional Land Surveyors, Inc. and is, to the best of my knowledge and belief, correct.

23 May 1984.

Certification extended to William F. Stanton & Elizabeth G. Stanton

			ELIAS D. GREVAS, L.S. LAND SURVEYOR 45 QUINCY AVENUE NEW WINDSOR, NEW YORK 12550		SURVEY FOR: BRENDA F. GREVAS TOWN OF NEW WINDSOR ORANGE COUNTY NEW YORK	
			JUNE 1984 REVISED CERTIFICATION		Scale: 1" = 30' Date: 11 May 1984 Job No: 10-1	
BOUNDARY/LOCATION PLAT						

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure of the proposed insured to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire to create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A. for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

CLOSING INFORMATION

Closed by _____ Date Closed _____ Title No. _____

Closed at the office of _____

Parties Present:	Interest in Transaction:	Address:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The identity of the parties executing and delivering the closing instruments was established by _____

HAVE CONTINUATION OF SEARCHES BEEN RECEIVED FROM DATE OF CERTIFICATE to DATE OF CLOSING?

SCHEDULE A

Title Number: 98-02356-O

Effective Date: 08/03/1998 Section: 14 Block: 8 Lot: 1
Second Parcel: Section: 14 Block: 1 Lot: 22

Premises : 33 Quassaick Avenue
Town/City of : Town of New Windsor
County of : Orange

ALTA Owner's Policy 1992 (with N.Y. Endorsement Modifications) \$ 145,000.00

Proposed Insured: **Mario Crisistoma**

ALTA Lender's Policy 1992 (with N.Y. Endorsement Modifications) \$ 131,000.00

Proposed Insured: **Please advise**

its successors and/or assigns, as their interests may appear

The estate or interest in the land described or referred to in this Certificate and covered herein is: FEE SIMPLE

Title to said estate or interest in said land at the effective dated hereof is vested in:

Brenda F. Grevas

Source of Title:

Deed dated 05/24/84 and recorded 05/29/84 in the Orange County Clerk's Office in Liber 2284 cp 883 from: William F. Stanton & Elizabeth G. Stanton.

Recertified Date: ____/____/____

Title Recertified In:

The land referred to in this Certificate is described as follows:

SEE SCHEDULE "A" DESCRIPTION ATTACHED

**Action Abstract, Inc.
(914) 744-6168**

NOTE: This certificate is intended for lawyers only. Such exceptions as may be set forth herein may effect marketability of title. Your lawyer should be consulted before taking any action based upon the contents hereof. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

SCHEDULE "A" DESCRIPTION

98-02356-O

Page 1

ALL those certain pieces or parcel of land lying, situate and being in the Town of New Windsor, Orange County, New York, bounded and described as follows:

PARCEL I

BEGINNING at a point in the easterly line of the New York State Highway known as Route 9W, also known as Quassaick Avenue, said point being at the intersection of said line with the southerly line of Ledyard Street, and running thence, the following courses:

1. Along said southerly line of Ledyard Street, S 80°28'00" E, 151.85' to a point;
2. Along lands now or formerly of Szloboda, S 9°32'00" W, 45.50' to a point;
3. Along lands now or formerly of Gray, S 65°19'32" W, 100.00' to a point in the afore-mentioned easterly line of Quassaick Avenue;
4. Along said street line, N 24°40'28" W, 123.00' to the point or place of BEGINNING.

PARCEL II

BEING all of Lots 25 and 26 and a portion of Lot 27, as shown on a map entitled "Map of Lands of the Estate of D. P. Kelly Dec'd", said map having been filed in the Orange County Clerk's Office on 7 Jan. 1893 as Map No. 649, and being more particularly described as follows;

BEGINNING at a point in the northerly line of Ledyard Street, said point being S 80°28'00" E, 90.00' from the intersection of said line with the easterly line of New York State Highway known as Route 9W, also known as Quassaick Avenue, and running thence, the following courses:

SCHEDULE "A" DESCRIPTION

98-02356-0

Page 2

1. Along the easterly line of Lots 24, 23, 22 and 21 as shown on the above-referenced map (No. 649) N 4°51'16" W, 103.50' to a point;
2. Along Lots 16, 15 and 14 as shown on said map, S 85°43'32" E, 75.62' to a point;
3. Through Lot 27, as shown on said map, S 8°46'35" W, 107.19' to a point in the northerly line of Ledyard Street;
4. Along said street line, N 80°28'00" W, 51.00' to the point or place of BEGINNING.

SCHEDULE B

Commitment No. 98-02356-O

Page 1

The following are expressly excluded from coverage of Policy, and the Company will not pay loss or damage costs, attorneys' fees, or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof
- (b) or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material);
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of the priority of any of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim which arises out of the transaction creating the interest of the mortgage insured by this policy or vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.
 - (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.
8. Rights of tenants or persons in possession, if any.
9. Taxes, tax liens, water rates, sewer rents and assessments set forth herein.
10. Mortgages returned herein. (See schedules attached.)
11. Covenants, conditions, easements, leases, agreements of record, etc., more fully set forth in Schedule herein.
12. If the application is for insurance under a master or blanket policy all items under this Schedule B will be excepted from coverage in the Certificate of Title Insurance to be issued hereon unless disposed of to the satisfaction of the Company on or prior to closing.
13. The identity of parties at the closing of this title should be established to the satisfaction of the closer and the affidavit attached to this certificate filled out, signed and sworn to.
14. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
15. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.
16. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
17. If this Commitment requires a conveyance of the fee estate and the contract therefor has not been submitted to the Company, it should be furnished for consideration prior to closing.

SCHEDULE B

Commitment No. 98-02356-O

Page 2

18. It is required by this company that photo identification of Buyer(s)/Seller(s)/Mortgagors be presented at closing. Title Company will not close without photo identification.
19. Proof is required that certified owner(s) herein have not been known by any other name for the past "20" years: Brenda F. Grevas "Please be advised that in order to avoid possible delay in closing, kindly notify this company prior to the closing date of owner(s)/borrower(s) having been known by any names other than those shown in the certification of title above."
20. Underground encroachments, if any, including pipes and drains and such rights as may exist upon said premises to maintain and repair same.
21. No title is insured to any land lying within the lines of any street, road, avenue, lane, turnpike or highway in front of, adjoining, or within the premises described in Description or which may cross over the same.
22. The exact acreage of the premises herein will not be insured.
23. Proposed PURCHASERS and/or OWNERS were run for Liens and Judgments and the following was found: None
24. Mortgages returned herein (0).
25. Any state of facts which an accurate survey might show.
26. The courses stated in the description will not be insured in the absence of a satisfactory survey certified to the company.
27. No personal inspection of the premises has been made. Policy will except "Any state of facts which a personal inspection of the premises herein described would disclose."
28. Closing instruments must be subscribed to in black ink.
29. Closing instruments must recite tax map designation.
30. Rights of tenants or persons in possession, if any.
31. If the mortgage or mortgages returned herein is a Credit Line Mortgage, contact with the Title Company is imperative for special arrangements to satisfy same must be made prior to closing.
32. Except all water meter charges from the date of the last actual reading of the meter, including all charges entered hereafter but which might include usage prior to the date of this policy.
33. Subject to rights and easements, if any, acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.
34. Due to the increasing number of instruments being rejected by the various County Clerks for below standard quality, we hereby reserve the right to have our closing representative refuse to accept any instrument for recording which we feel will be returned by the respective clerks. We do ask for your cooperation by having those who prepare your instruments to re-check them PRIOR to closing to avoid any inconveniences caused by rejection.

MORTGAGE SCHEDULE

98-02356-O

Page 1

Mortgagor:

NONE OF RECORD

IF THE SATISFACTION IS NOT AVAILABLE AT CLOSING, THE TITLE COMPANY WILL CHARGE TO THE MORTGAGOR, THE SUM OF \$75.00 AS A SERVICE FEE FOR OBTAINING A CORRECT, RECORDABLE SATISFACTION. IN ADDITION, THE TITLE COMPANY WILL CHARGE FOR EXPRESS MAIL AND FOR RECORDING THE SATISFACTION.

If the subject transaction is one involving a sale subject to the mortgage(s) returned above, and since many lenders now have the mortgage instrument state that the debt will become due and payable, at the option of the mortgagee, upon any transfer of title, it is recommended that the applicant examine the mortgage document(s) as well as the note(s) and bond(s) and any agreement(s) modifying said mortgage(s) or make inquiry of the mortgagee of the current terms of such instruments especially with respect to acceleration of the maturity date in case of sale. Upon request, we will obtain and furnish a copy of the recorded mortgage(s) for cost.

Parcel I

TAX SEARCH

Account Number:

98-02356-O
Page 1

MUNICIPALITY - Town of New Windsor

Year of Roll 1998

Section: 14 Block: 8 Lot: 1

Assessed Valuation: Land: \$ 12,600.00 Total: \$ 54,600.00

Assessed to: Brenda F. Grevas
33 Quassaick Avenue

Description:

Class: 483

Lot Size:

School District: Newburgh

Code: ()

TAXES

1998 State, County and Town Tax: \$2,698.80 Paid 01/26/98

1997/98 School Tax: \$3,254.05 Paid in full (Installments paid \$1,084.69 paid 10/31/97;
\$1,084.68 paid 12/23/97 and 02/06/98)

Water/Sewer: \$218.67 Paid 07/24/98

This Commitment includes only such unpaid taxes, assessments, water and sewer charges and any open or unredeemed tax sales which are indexed, as of the date of this Commitment, against the above lot on the official tax ledger sheets of the tax office or offices searched. No responsibility is assumed for any error or omission on these sheets, nor for any taxes levied after the date of this Commitment. Proposed assessments reported herein are for information only and no responsibility is assumed by the Company for the accuracy or completeness thereof. If a tax exemption is noted above, same will terminate on the date when premises are conveyed by the certified owner, and the full tax rate will thereupon be reinstated.

NOTE: Some of the items may have been paid but the payment not officially posted.

Parcel II

TAX SEARCH

Account Number:

98-02356-O
Page 3

MUNICIPALITY - Town of New Windsor

Year of Roll 1998

Section: 14 Block: 1 Lot: 22
Assessed Valuation: Land: \$ 1,400.00 Total: \$ 1,800.00

Assessed to: Brenda Grevas

Description:

Class: 312

Lot Size:

School District: Newburgh

Code: ()

TAXES

1998 State County and Town Tax: \$124.43 Paid 01/26/98

1997/98 School Tax: \$107.28 Paid in full (Installments of \$35.76 were paid on 10/31/97, 12/23/97, and 02/06/98)

Water/Sewer: None

This Commitment includes only such unpaid taxes, assessments, water and sewer charges and any open or unredeemed tax sales which are indexed, as of the date of this Commitment, against the above lot on the official tax ledger sheets of the tax office or offices searched. No responsibility is assumed for any error or omission on these sheets, nor for any taxes levied after the date of this Commitment. Proposed assessments reported herein are for information only and no responsibility is assumed by the Company for the accuracy or completeness thereof. If a tax exemption is noted above, same will terminate on the date when premises are conveyed by the certified owner, and the full tax rate will thereupon be reinstated.

NOTE: Some of the items may have been paid but the payment not officially posted.

NEW YORK STATE MUNICIPAL DEPARTMENT SEARCHES

Title No.: 98-02356-O

All searches and their results are provided at the request of the mortgagee/purchaser or their respective counsels. The Company does not in any event, insure that the buildings or other improvements situate on the premises or their uses either actual or intended, comply with Federal, State or Municipal laws, regulations or ordinances and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy. The following results are hereby provided for informational purposes only.

BUILDING AND ZONING CODE COMPLIANCE:

See Attached

STREET REPORT

Quassaick Avenue is/are municipally maintained

All searches and their results are provided at the request of the mortgagee/purchaser or their respective counsels. The Company does not in any event, insure that the buildings or other improvements situate on the premises or their uses either actual or intended, comply with Federal, State or Municipal laws, regulations or ordinances and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy. The following results are hereby provided for informational purposes only.

BUILDING AND ZONING CODE COMPLIANCE:



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4635
Fax: (914) 563-4693

Building Department

August 6, 1998

Action Abstract Inc.
127 Route 32
Pine Bush, NY 12566

PROPERTY ASSESSED TO: Brenda Grevas
33 Quassaick Ave
New Windsor, NY 12553
Section/Block/Lot: 14-8-1

Dear Sirs:

Please be advised that the above referenced structure was built in 1915 which was prior to this Town adopting building and zoning codes in 1966. Therefore, there is no certificate of occupancy nor is one required.

Quassaick Ave is owned and maintained by the state of New York.

The Assessor's records indicate that there are violations; building permit # 3897 issued for a 8'x12' deck does not have a C.O. The records also indicate remodeling done in 1970 without a building permit or a certificate of occupancy.

This letter has been prepared after inspection of the records available in the Town Hall. The records indicate that there are violations at the subject premises. No personal inspection was made by the undersigned for the purpose of preparing this letter. The Town of New Windsor does not represent that there are no other violations at the subject premises, however, the Town will represent that it has no knowledge of any other violations at the subject premises.

The inspection of the records was performed at the request of an interested party. The Town will not be liable for any loss or damage that may be suffered by the interested party or any other party who may rely on the contents of this letter.

Title #9 NYCRR requires that a smoke detector be installed prior to the sale of these premises. Please submit to the Fire Inspector at the above address the enclosed affidavit of compliance indicating that a smoke detector has been installed and is operational.

Very truly yours,

Michael Babcock / HC

Michael Babcock
Building Inspector

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

98-53

Date: 11/13/98.

I. Applicant Information:

- (a) MICHAEL REIS P.O. Box 472 WASHINGTONVILLE, N.Y. 10992 (AS AGENT) BRENDA GREVAS
(Name, address and phone of Applicant) (Owner)
- (b) MARIO CRISOSTOMO 183 LIBERTY ST. 2ND FL. NEWBURGH, N.Y. 12550
(Name, address and phone of purchaser or lessee)
- (c) JULIUS BOCCIA
(Name, address and phone of attorney)
- (d) N/A
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- (☒) Use Variance (☐ Sign Variance)
- (☐ Area Variance (☐ Interpretation)

III. Property Information:

- (a) NC 33 QUASSAICK AVE. (RT. 9W) NEW WINDSOR 14-8-1 ✓
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? PI
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? MAY 1984
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? —
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO
- _____

IV. Use Variance.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-9, Table of USE/BULK Regs., Col. A, to allow:

(Describe proposal) ORIGINAL USE OF BUILDING WAS (3) THREE FAMILY UP TO EARLY 1960'S - STANTON (ATTORNEY) CONVERTED FIRST FLOOR TO OFFICE SPACE. CURRENT OWNER UTILIZED AS SAME UNTIL 8/98; FIRST FLOOR NOW VACANT. NEW OWNER (PROPOSED) WISHES TO UTILIZE FIRST FLOOR AS RESIDENTIAL USE. NO PHYSICAL CHANGES ARE NECESSARY FOR THIS APPLICATION.

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

PROPERTY HAS BEEN ON MARKET FOR OVER 18 MONTHS. SEVERAL POTENTIAL BUYERS HAVE BEEN INTERESTED IF IT WERE A 3 FAMILY (LEGAL). NO POTENTIAL INTEREST AS A MULTI-USE FACILITY. THERE ARE NO NECESSARY PHYSICAL CHANGES TO EXTERIOR OR INTERIOR TO CHANGE THE USE BACK TO ITS ORIGINAL USE.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(You may attach additional paperwork if more space is needed)

VI. Sign Variance:

(a) Variance requested from New Windsor Zoning Local Law, Section _____, _____ Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign ..	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation.

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

THERE WILL BE NO CHANGE TO THE PHYSICAL EXTERIOR STRUCTURE ACCEPT FOR IMPROVING THE "CURB APPEAL" (FRESH PAINTING - IMPROVED LANDSCAPING - OVERALL BETTER MAINTENANCE TO GROUNDS AND BUILDING)

IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ N/A Copy(ies) of sign(s) with dimensions and location.
- ☒ Two (2) checks, one in the amount of \$50.00 and the second check in the amount of \$300.00, each payable to the TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises from several angles.

X. Affidavit.

Date: 11/13/98

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Phil [Signature]
(Applicant)

Sworn to before me this

13th day of November, 1998.

Patricia A. Barnhart

XI. ZBA Action:

(a) Public Hearing date: _____

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1999.

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

PROJECT I.D. NUMBER

617.21

SEQR

Appendix C

State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
 For UNLISTED ACTIONS Only

PART I—PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT /SPONSOR BRENDA GREVAS / MICHAEL REIS		2. PROJECT NAME PROPOSED 3 FAMILY RESIDENCE	
3. PROJECT LOCATION: Municipality TOWN NEW WINDSOR County ORANGE			
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) 33 QUASSAICK AVE., NEW WINDSOR, NY. SOUTHEAST CORNER QUASSAICK AVE. + LEDYARD ST.			
5. IS PROPOSED ACTION: <input type="checkbox"/> New <input type="checkbox"/> Expansion <input checked="" type="checkbox"/> Modification/alteration IN NAME ONLY - WITH NO INTERIOR OR EXTERIOR MODIFICATION - REVERT BACK TO A 3 FAMILY.			
6. DESCRIBE PROJECT BRIEFLY: EXISTING STRUCTURE WAS A 3 FAMILY TILL EARLY 1960'S, CONVERTED TO A 2 FAMILY + OFFICE SPACE TILL PRESENT, PROPOSED PURCHASER (USER) NEEDS 3-FAMILY. IF SUCCESSFUL IN OBTAINING VARIANCE - NO PHYSICAL CHANGE TO INTERIOR OR EXTERIOR IS NECESSARY. THIS WILL HAVE A POSITIVE IMPACT ON NEIGHBOR HOOD (BETTER MAINTAINED - CLEANER APPEARANCE - SUPERIOR CURB APPEAL)			
7. AMOUNT OF LAND AFFECTED: Initially .22 acres Ultimately .22 acres			
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No, describe briefly NC ZONE - REQUIRES A ZONING VARIANCE			
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open space <input type="checkbox"/> Other Describe: BUSINESS AND MULTI-FAMILY			
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals			
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit/approval			
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ZBA AND BUILDING DEPARTMENT			
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE			
Applicant/sponsor name: BRENDA GREVAS / MICHAEL REIS (AGENT)		Date: 11/16/98	
Signature: Michael Reis			

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

OVER

PART II—ENVIRONMENTAL ASSESSMENT (To be completed by Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF. <input type="checkbox"/> Yes <input type="checkbox"/> No	
B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.67 If No, a negative declaration may be superseded by another involved agency. <input type="checkbox"/> Yes <input type="checkbox"/> No	
C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible) C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly: C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly: C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly: C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly: C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly: C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly: 	
D. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain briefly	

PART III—DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

- ☐ Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- ☐ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impacts **AND** provide on attachments as necessary, the reasons supporting this determination:

Name of Lead Agency

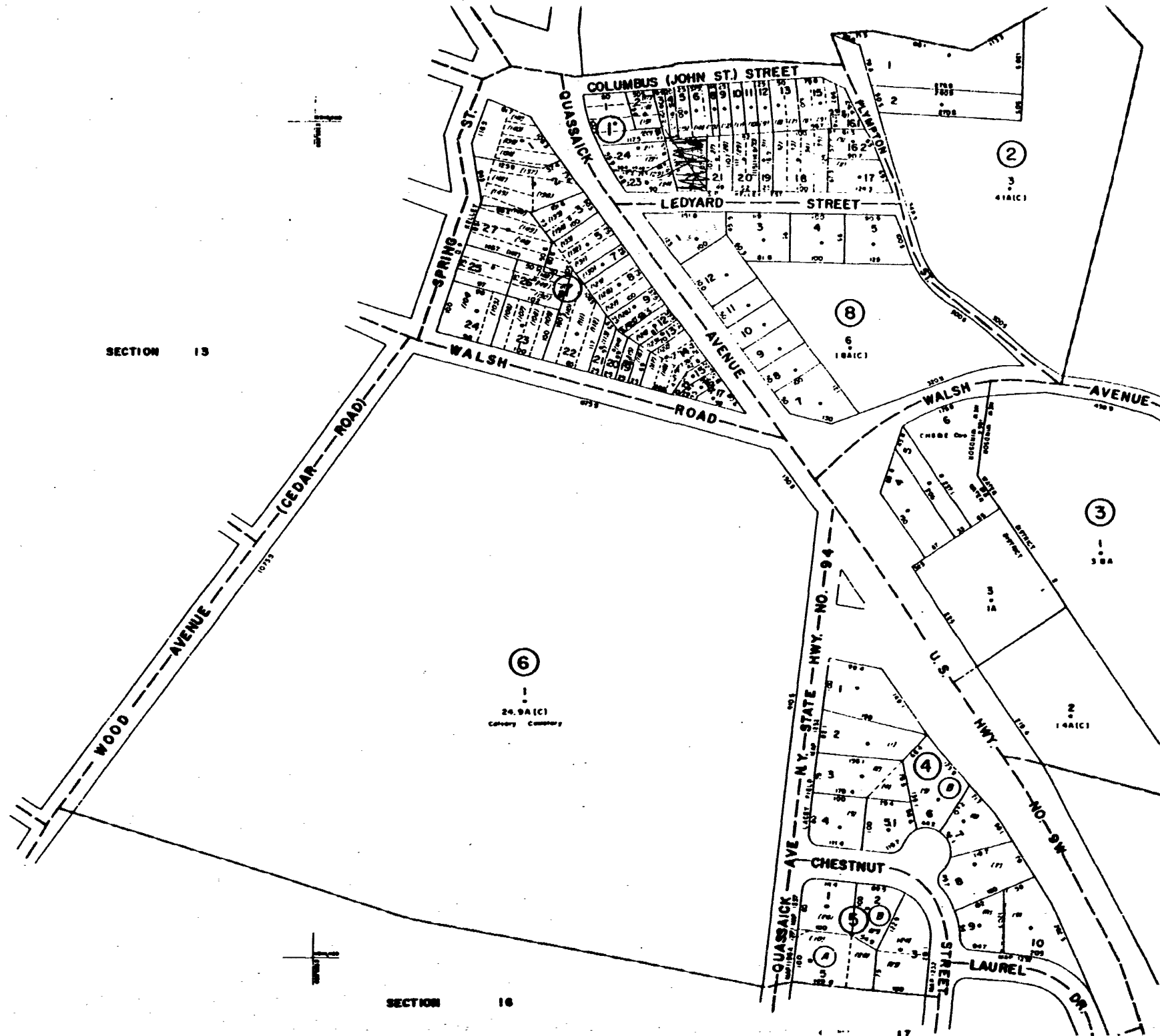
Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from responsible officer)

Date



SECTION 13

SECTION 16

CUOMO ENGINEERING
Stewart International Airport
2005 D Street, Building No. 704
New Windsor, New York 12553
(914) 567-0063

DATE: August 24, 1998

TO: Town of New Windsor Building Department
Michael Babcock, Building Inspector
555 Union Avenue
New Windsor, New York 12553

SUBJECT: ENGINEER REPORT
Inspection Lou Grevas
33 Quassaick Avenue, Apt. A1
New Windsor

COPY

JOB #: 98239

I inspected the above apartment shown by tenant, Mary Pascal.

The apartment is located at 33 Quassaick Avenue, the owner is Lou Grevas.
It has three bedrooms and one bathroom.

I found the apartment is habitable and structurally sound and I recommend
that a Certificate of Occupancy be granted.

If you have any questions or comments, please do not hesitate to call our office.

Sincerely,



PAUL V. CUOMO, P.E.
CONSULTING ENGINEER



M. REIS REALTORS

914-496-5970

04/26/98 CAROLYN CARROLL

GHV MLS

MULTI-FAMILY

: 234944

CNTY : ORANGE TAX# : 334800.014.000-0008-001.000/0000 OP: STATUS: ACT
 ZONE : 4 AREA: 620 PO : NEW.WINDSOR ZIP: 12553
 SECT : *014.000 ST# : *33 ST : *QUASSAICK AV LP: \$ 159900*
 BLK : *0008 GRID: AA6 / 8 LOC/SUB : OLP: \$ 169900
 LOT : *001.000 RDRF: * 123.00 XST : LEDYARD
 ACRE : .37 DEP : * 156.00 STRT: PUBLIC /PAVED ZND:
 IRR : Y R.LOC: SCH : *NEWBURGH SCHBUS: Y
 WTRA : N/ ELM : MAGNET PUD: N
 #UNIT: 3 JR : MAGNET IMAGE: 1
 HI : NFA

GENERAL INFORMATION

Apt	Fir	#Bd	#Bath	#Rm	Rent	OCC	Apartment Features	Appliances	SqFt
1	1	3	1.500	6	\$1000	TEN DEN	, DIN , FAM , KIT , LIV	RF/ / / /	1700
2	2	3	1.000	6	\$ 900	VAC KIT	, LIV , , ,	OR/ / / /	1700
3	3	3	1.000	5	\$ 800	VAC KIT	, LIV , , ,	/ / / /	1400
4					\$			/ / / /	

TYPE : DETACH APPEAR: GOOD STORY: 3 YEAR: *1915/ESTIMTD
 CONST: BRICK , FRAME SIDE: BRICK TOTAL.BDS: 9 ATTC: NONE
 BSMT : Y/FULL #C.GAR: 0/NONE #PKSP: 15
 FEAT : CABLE
 REM1 : LOT ALSO INCLUDES IN SALE DRIVE: NONE
 REM2 : 51 X 107 SEC 14 BLK 1 LOT 22 SF.FIN: 4800
 REM3 : VERY GOOD CONDITION CAN BE MULTIPLE OFFICES
 REM4 : APT 1 ALSO INCLUDES PORCH
 DIR : RT 9W CORNER OF LEDYARD

UTILITIES INFORMATION

HEAT : RADTOR, FUEL: OIL/AG, HWTR: GAS HTZN: 1 ELEC: CB
 WTR : MUNCIP, SWR : MUNCIP, AC : NONE #AC : GAS.AVL: Y
 #HTUN: 1 #GSMTR: 1 #ELMTR: 2 SPUTL: NONE

FINANCIAL INFORMATION

ASMT\$	TAX\$	WATER	SEWER	INSUR	FUEL\$	UTIL	INCL	MAINT	MGMT	OTHER	TAX.RPT	EXP.RPT	POSFIN	EXEM	GOI	VAC.RATE	ADJ.GOI	TOTEXP	NOI
56400	\$ 6222	\$ 478	\$ 500	\$ 1220	\$ 2967	\$ 3178	T	\$ 0	\$ 0	100	1/97	1/97	OWNER1	N	\$ 999	.99%	\$ 999	\$ 14665	\$ 999

OFFICE INFORMATION

LA# : REISMI BKR# : REIS01 BKR : M. REIS REALTORS BKRPH: 914-496-5970
 LA : MICHAEL REIS HOMEPR: 914-562-5420 OFFX : 0
 OWNR : GREVAS ACCESS: BKR, APT: Y PHOTO: SUBMITTD
 SAC : Y SACA: 3.0 XCL: N POSS : CLOSING
 BAC : Y BACA: 3.0 LD : 04/30/97 XD : 05/01/98
 APTPH: INTERNET: Y

--- INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED ---

04/26/98 02:11 PM

TOWN OF NEW WINDSOR
COUNTY OF ORANGE
555 UNION AVENUE
NEW WINDSOR, NY 12553

(914) 565-8800

BUILDING DEPARTMENT

Building Permit No: 3897

Location: QUASSAICK AVE.E/S

Map: 334800 Section: 14 Block: 8 Lot: 1

CERTIFICATE OF COMPLIANCE

CO No: 98-359

CO Date: 9/ 8/98

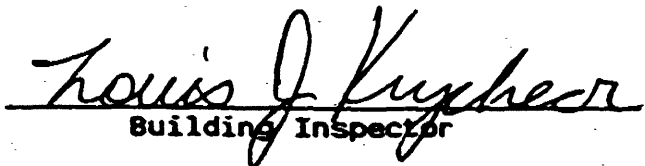
THIS CERTIFIES that the structure described herein, conforms substantially to the approved plans and specifications heretofore filed in this office with Application for Building Permit dated: 9/15/87, pursuant to which Building Permit was issued, and conforms to all the requirements of the applicable provisions of the law.

The structure for which this certificate is issued is as follows:

Material: WOOD	Number of Stories: 0.0	Number of Families: 1
Dimensions of Building: 8'X12'	Dimensions of Lot: SEE PLANS	
Use of Building: DECK	Number of Bedrooms: 0	Heating Plant:
Number of Toilets: 0	Number of Bathrooms: 0.0	
Remarks: N/A		
REAR DECK 8FT.X12FT.		

This certificate is issued to: GREVAS, BRENDA

for the aforesaid structure.


Building Inspector

(The Certificate of Compliance will be issued only after affidavits or other competent evidence is submitted to the Superintendent of Buildings that the completion of the construction in compliance with the State Building Construction Code and with other laws, ordinances or regulations affecting the premises, and in conformity with the approved plans and specifications. A final electrical, plumbing, heating or sanitation certificate or other evidence of compliance may be required before the issuance of the Certificate of Compliance.)

September 9, 1998

Reference: 33 Quassaick Ave. New Windsor, NY

Tax map reference: section 14 block 8 lot 1.

To whom it may concern:

My name is Stella Orzechowski of Zigs Realty, the following information is true and accurate.

The Masada family including Josephine Kennedy occupied the three (3) apartments on the three (3) levels in the 3 family dwelling at 33 Quassaick Ave. New Windsor in the early 1960's.

When William Stanton and later Brenda Grevas and families owned and occupied the property, the first floor was utilized as office space and the second and third floors remained as apartments.

I was involved with the sales at the time and my office is just up the street at 47 Quassaick Ave. New Windsor.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

Stella Orzechowski
Stella Orzechowski *Zigs Realty.*
Oct. 9-1998

Date 11/12/98, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

B		CLAIMED		ALLOWED	
98	Zoning Board Mtg	75	00		
	Misc - 1				
	Zaczko - 1				
	Pellegrino - 6				
	Bonura - 2				
	Ryan - 5				
	Corevas - 3 13.50				
	Jannotti - 2				
	Amanatides - 3				
	23	103	50		
		178	50		

GREVAS, BRENDA

Mr. Michael Reis appeared before the board for this proposal.

MR. NUGENT: Request for use variance to convert two-family residence to three-family residence located at 33 Quassaick Avenue in an NC zone.

MR. REIS: What we hope to accomplish on behalf of the Grevas family is reconvert this same house that you are looking at back to a three family home that once was in its original form. It's on the corner of Ledyard and Route 9W, Quassaick Avenue. It was built in 1950 and prior to the middle of 1960's, it was used as a three family and until the early 1960's, John Stanton converted it to a two family with an office space on the first floor. And we have been trying to sell this now for over a year and a half and we now have a buyer that is hoping to be able to utilize it as a three family.

MR. KRIEGER: When you say hoping, that's a condition of the sale?

MR. REIS: Contract is conditioned on that.

MR. KRIEGER: So, it's more than a hope he'll buy it if it's three family, won't buy it if it isn't.

MR. REIS: That's correct.

MR. KRIEGER: How long have you been marketing the house?

MR. REIS: April, April of '97.

MR. KRIEGER: This is the only viable offer you have had?

MR. REIS: That's correct.

MS. BARNHART: It's an NC zone.

MR. NUGENT: Was the first floor, Mr. Stanton had it as

an office and two apartments, when Lou had it, it was an office and two apartments?

MR. REIS: That's correct, prior to Stanton's occupancy, it was a three family and we had some documentation to substantiate that.

MR. KRIEGER: He just converted bottom floor to an office?

MR. REIS: Correct, he did not change the building in one aspect at all on the exterior. On the interior, all he did at the time was remove some cabinets and refrigerator and range to accommodate an office space so what we're hoping to accomplish again is just to put the refrigerator back, put a cooking facility back. We have done, we have had at Mr. Babcock's request an engineer to the property, he's inspected it and also an electrical inspection has been done, work is being done as we speak to accommodate all C.O.s We were hoping that because of its existing use, its original use that we could avoid this variance procedure. But again, the building inspector's office said that there is really no other way to accomplish this.

MR. NUGENT: Other thing I'm having a little bit of a, it's not a problem, just I guess it's a question in my mind is that what year did he say he converted that?

MR. REIS: Not exactly sure, he purchased it in 1964, I believe it was, I have to check on that to be sure, but I believe in the early '60's.

MR. KANE: So, it's basically always been.

MR. NUGENT: What it was?

MR. KANE: Is it registered as a two family with an office, Mike?

MR. BABCOCK: That's correct.

MR. NUGENT: It's registered that way now?

MR. BABCOCK: Yeah.

MR. KRIEGER: Cause if it was a two family with an office when zoning came into existence, then it would be two family with an office on day one. Whereas, if he had done the conversion after zoning on day one, it would have been a three family which would obviate his being here.

MR. BABCOCK: Right.

MR. REIS: Not necessarily, because it hasn't been a three family since that time, since the '60's, right.

MR. KRIEGER: Which may obviate your being here, but since it's all hypothetical, it doesn't matter.

MR. TORLEY: I move that we set up Brenda Grevas for her public hearing request for use variance.

MR. KANE: Second the motion.

ROLL CALL

MR. REIS	ABSTAIN
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

PUBLIC NOTICE OF HEARING
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 53

Request of BRENDA GREVAS

for a VARIANCE of the Zoning Local Law to Permit:

Conversion of two-family residence to three-family residence
in an NC (neighborhood commercial) zone; or Interpretation;

being a VARIANCE of Section 48-9-Table of Use/Bulk Regs.-Col A or
48-33A-Interpretation

for property situated as follows:

33 Quassaick Avenue, New Windsor, N. y. 12553,

known and designated as tax map Section 14, Blk. 8, Lot 1.

SAID HEARING will take place on the 23rd day of November, 1998 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

JAMES NUGENT
Chairman



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

56

November 12, 1998

Mr. Mike Reis
P.O. Box 472
Washingtonville, NY 10992

RE: Parcel #14-8-1

Dear Mr. Reis:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$75.00, minus your deposit of \$25.00.

Please remit the balance of \$50.00 to the Town Clerk's office.

Sincerely,

Leslie Cook/cmo

Leslie Cook
Sole Assessor

/jfy
Attachments

CC: Pat Barnhart, ZBA

**RETAKE
OF
PREVIOUS
DOCUMENT**



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

56

November 12, 1998

Mr. Mike Reis
P.O. Box 472
Washingtonville, NY 10992

RE: Parcel #14-8-1

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Please remit the balance of \$50.00 to the Town Clerk's office.

Sincerely,

Leslie Cook/cmo

Leslie Cook
Sole Assessor

/jff
Attachments

CC: Pat Barnhart, ZBA

14-1-1

Thomas J. & Donna Curtin
17 Winchester Way
Washingtonville, NY 10992

14-1-2

Roland & Marie Mitchell, Sr.
27 Columbus St.
New Windsor, NY 12553

4-1-3

Jorge & Isabel Jimenez
PO Box 2947
Newburgh, NY 12550

14-1-4

Claudia Torracco
23 Columbus St.
New Windsor, NY 12553

14-1-6

Frank Francan
7 Columbus St.
New Windsor, NY 12553

14-1-15

Alfred & Margaret Palumbo
186 Caesars Lane
New Windsor, NY 12553

14-1-16.1

Ira Kroun
1 Columbus St.
New Windsor, NY 12553

14-7-17

Frank H. Reis Realty Corp.
79N. Front St.
Kingston, NY 12401

14-1-17

Victor & Alice Bosacky
15 Ledyard St.
New Windsor, NY 12553

14-1-20

Mira Ellen Rumsey
C/O: Mira Ellen Blythe
7 Perry St.
Morristown, NJ 07960

14-1-21

Ernestine Anderson & Carman Torelli
27 Ledyard St.
New Windsor, NY 12553

14-1-22

Brenda Grevas
921 Maple Grove Ch. Rd.
Hays, NC 28635

14-1-24

Edward C. Reeves
19 Quassaick Ave.
New Windsor, NY 12553

14-2-1

Dennis P. Deyo
778 Broadway
Newburgh, NY 12550

14-2-2

Michael D. Lucas
146 Quassaick Ave.
New Windsor, NY 12553

14-2-3.1

10 Plympton St. Corp.
484 Temple Hill Rd.
New Windsor, NY 12553

14-3-5

Warren & Edith Craig
10 Wintergreen Ave.
Newburgh, NY 12550

14-3-6

Central Hudson Gas & Electric
C/O: Tax Agent
284 South Ave.
Poughkeepsie, NY 12602

14-6-1

Calvary Cemetery
Church of St. Patrick
55 Grand St.
Newburgh, NY 12550

9-1-68.2

County of Orange
255-275 Main Street
Goshen, NY 10924

14-7-2

Richard A. Ostner
82 Bethlehem Rd.
New Windsor, NY 12553

14-7-5

Toni Ann Catalano
26 Quassaick Ave.
New Windsor, NY 12553

14-7-7

Salvatore Acquaro
16 Hillside Ave.
New Windsor, NY 12553

14-7-8

Marie Petro
24 Stori Rd.
Newburgh, NY 12550

14-7-9

David Cleaves
1 Bridge St.
Cornwall, NY 12518

14-7-12

Patrick Bianco
324 Collabar Rd.
Montgomery, NY 12549

14-7-13

Hermine & Zelandia Maldonado
44 Quassaick Ave.
New Windsor, NY 12553

4-7-14

Michael Jacobson
6 Paulding Ave.
Cold Springs, NY 10516

14-7-15

52 Quassaick Ave. Inc.
C/O: Somporn Toombs
32 Ellis Ave.
Newburgh, NY 12550

14-7-16

Dominick & Dona Pisano
169-6-1/2 Station Rd.
Goshen, NY 10924

14-7-22

Jose & Victoriana Camacho
Oscar Luis Acosta
287 Walsh Ave.
New Windsor, NY 12553

14-7-25

Harold & Shirley Jones
9 Cedar Ave.
New Windsor, NY 12553

14-8-3

Ann C. Sloboda
14 Ledyard St.
New Windsor, NY 12553

14-8-6

Natashia & Lenora Grable
313 Walsh Ave.
New Windsor, NY 12553

14-8-10

Zygmunt & Stella Orzechowski
51 Blanche Ave.
New Windsor, NY 12553

14-7-21

Maryam Robare
289 Walsh Ave.
New Windsor, NY 12553

13-4-14

Thomas & Marlene VanZandt
108 John St.
New Windsor, NY 12553

13-5-15

Michael & Donna Collins
5 Cedar Ave.
New Windsor, NY 12553

13-5-43

Nancy M. Blinn
122 E. Coplar St.
Palmyra, PA 17078

9-1-67

Brewster & Geraldine Paffendorf
1 Quassaick Ave.
New Windsor, NY 12553

14-7-23

Ferdinand A. Ritz
283 Walsh Ave.
New Windsor, NY 12553

14-7-16

Dominick & Dona Pisano
169-6 1/2 Station Rd.
Goshen, NY 10924

14-8-4

Gloria C. Hryncewich
53 Brane Ave.
Hawthorne, NJ 07506

14-8-7

Saffioti Bros. Inc.
61 Quassaick Ave.
New Windsor, NY 12553

14-7-19

George & Bertha Traver
26 Quassaick Ave.
New Windsor, NY 12553

13-4-15

David B. & Brenda Thom
FKA Angelotti
104 John St.
New Windsor, NY 12553

13-5-16

Bridge Road Realty Corp.
218 15th St.
West Babylon, NY 11704

13-5-45

Quassaick Fire Engine Co.
275 Walsh Rd.
New Windsor, NY 12553

14-7-24

Charles & Frances Rumsey Jr.
C/O: Mira Ellen Blythe
7 Perry St.
Morristown, NJ 07960

14-7-27

Joseph & Cecelia Piqueras Jr.
5 Cedar Ave.
New Windsor, NY 12553

indsor, NY 12553

14-8-5

Humberto & Celsa Fernandez
15 Plympton St.
New Windsor, NY 12553

14-8-8

Mario & Ezenia Espana
PO Box 4259
New Windsor, NY 12553

13-4-13

Samuel & Masako DePace
112 John St.
New Windsor, NY 12553

13-5-12

Constantino & Kathi DeSousa
PO Box 4218
New Windsor, NY 12553

13-5-18

John & Mary Carney
8 High St.
New Windsor, NY 12553

9-1-66.1

Masud N. Naraghi
C/O: Torr International
70 John St.
New Windsor, NY 12553

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

REQUEST FOR NOTIFICATION LIST

DATE: 10/14/98



1763

NAME: WILLIAM HILDRETH TELE: (914) 566-6650

ADDRESS: 407 SOUTH PLANK ROAD UNIT 3
NEWBURGH, N.Y. 12550

TAX MAP NUMBER:

SEC. <u>14</u>	BLOCK <u>1</u>	LOT <u>22</u>
SEC. <u>14</u>	BLOCK <u>8</u>	LOT <u>1</u>
SEC. <u> </u>	BLOCK <u> </u>	LOT <u> </u>

PUBLIC HEARING DATE (IF KNOWN): TO BE SET

THIS PUBLIC HEARING IS BEING REQUESTED BY:

NEW WINDSOR PLANNING BOARD:

SITE PLAN & SUBDIVISIONS:

(LIST WILL CONSIST OF ABUTTING
PROPERTY OWNERS AND ACROSS ANY STREET)

YES

SPECIAL PERMIT ONLY:

(LIST WILL CONSIST OF ALL PROPERTY
OWNERS WITHIN 500 FEET)

YES

AGRICULTURAL DISTRICT:

(LIST WILL CONSIST OF ALL PROPERTY OWNERS
WITHIN THE AG DIST. WHICH IS WITHIN 500'
OF SITE PLAN OR SUBDIVISION PROJECT)

YES

NEW WINDSOR ZONING BOARD:

(LIST WILL CONSIST OF ALL PROPERTY
OWNERS WITHIN 500 FEET)

X
YES

AMOUNT OF DEPOSIT \$ 25.00 TOTAL CHARGE \$

PR 10/16